

Thank you for finding out about Take Better Photos courses. This document explains the rules and terms of Take Better Photos courses, to help you decide if the course is right for you. To come on the course, you must agree to these terms and conditions. We've organised this document into sections to make it easier to read, but the headings don't restrict the meanings of the text under them.

## **What the courses cover**

Take Better Photos organises short courses for beginner-to-intermediate photographers, and also a full-day Advanced Digital SLR Photography course for more advanced photographers. The short courses teach you 5 simple rules that will dramatically improve your photos, and cover all the camera settings needed to get fantastic photos. The course won't go into how to use every function on your camera, nor how to download the photos to a computer or printer. We assume that you already know how to turn the camera on, put in a memory card, take photos and look at them on the camera's screen, and delete any you don't want.

Please bring your camera with the batteries fully-charged, and enough batteries and memory cards to take about 200 pictures during the course.

## **Our Guarantees to you**

Places on our courses are 1-year passes, so you don't need to feel pressured to remember everything on the day. Once you have attended a course, you can come back on the same course with the same camera up to a year from the date of the course for free – you can even bring a friend so that they can take advantage of the group discount rate for their place. Just book in as usual through the website or by phoning us, and let us know when you book that you are repeating the course. Note that you need to physically attend the course to be eligible to repeat it for free.

If you attend a course but are not satisfied with what you have learned, you can get a 100% refund by requesting the refund in writing or verbally to any Take Better Photos staff member within 7 days of the course, plus filling out a feedback form letting us know what you think we should change to make you satisfied. We very much appreciate this feedback. Feedback forms are available at the course, or by request from Take Better Photos. Naturally, if you have been refunded for a course, you will not be eligible to come back on the course again for free.

These guarantees are in addition to your existing rights as a consumer.

## **Booking on the courses**

You can book on the courses by phone, fax, email or by filling a booking form and mailing or giving it to Take Better Photos Pty Ltd. Your booking is not confirmed until we have received payment for your place(s) on the course. We hold unpaid bookings for up to 7 days.

If you tell us the make and model of your camera at least 7 days before the course that you have booked on, we will produce a set of wallet-sized, step-by-step guides customised to your exact camera model. If you don't tell us at least 7 days before the course, we will still produce the cards for your camera once we know what camera you have, but cannot guarantee that the cards will be available at the course. If not, we will post them to you.

We offer special rates to groups, but to get the discount, they must book together and pay together. Please see our website [www.takebetterphotos.com.au](http://www.takebetterphotos.com.au) for details of the latest offers.

## **Paying for a booking**

You can pay by cash, cheque (made out to "Take Better Photos Pty Ltd"), Visa card or Mastercard. Please pay at least 7 days before the course. If you don't pay at least 7 days before the course, you might lose your place on that course, as this is the time that we start to offer places to people on the wait list.

## **Refunds, rebooking and date changes**

If you have paid and need to cancel your booking, you can get a 100% refund if you cancel at least 7 days before the course. Unfortunately, no refund is possible for cancellations made within 7 days of the date of the workshop, but you can change to another date for just 50% of the standard course fee. This is because each booking prevents somebody else from coming. We offer last-minute places for free to a local charity, so any notice that you can give us regarding cancellations allows us to help a great cause – Mates4Mates which helps wounded and ill returned service personnel.

If you need to change the date of your booking, you can do so at no charge up to 7 days before the date of your course or workshop, and choose instead any other available place on a different course. If you need to change the date of your course within 7 days of the start of the course, it's just a fee of 50% of the standard course fee to re-book on a future course.

## **Gift Certificate Refunds**

We offer a 30-day money-back guarantee on all gift certificates from the date of purchase, so you don't need to worry about finding the perfect course for someone as a gift – they can exchange it later. If the certificate is unused, you're welcome to a refund or exchange of gift certificates up to 30 days from the date of purchase. In December, we extend this refund period to 30<sup>th</sup> January, to give you extra peace of mind. Note that for security reasons, refunds can only be made to the person who purchased the gift certificate.

If you have booked on a course with a gift certificate and need to cancel the booking, you can do so at least 7 days before the date of the course with no penalty, and you're welcome to re-book on any other available course within the validity of the gift certificate. If you need to cancel your booking 7 or fewer days before the date of the course, you have the option of transferring the certificate to another person, or paying 50% of the standard course fee to re-book on a different course or date. Unfortunately we can't offer a refund if you don't show up and don't let us know in advance, and the certificate becomes void. This is because each booking prevents somebody else from coming. We offer last-minute places for free to a local charity, so any notice that you can give us regarding cancellations allows us to help a great cause – Mates4Mates

## **Photos you take, and photos of you**

You are very likely to be photographed while on courses by Take Better Photos. If you do not want any photographs including you to be used by Take Better Photos, please advise us of this no later than 1 day after the course. If you do not so advise us, you grant Take Better Photos and its heirs and assigns irrevocable permission to use any photos that show you or any part of you for promotion and teaching, at no cost.

You acknowledge that all content of Take Better Photos' courses, including but not limited to photos, slides, charts, tables, graphs, presentations, descriptions, books, handouts, cheat cards and other materials that you hear, see or receive on the courses (hereafter called the "Content") is copyright Take Better Photos, and all rights are reserved. You may not photograph, copy, share, lend, reproduce, publish or cause to be published or make public any of the Content without prior written, signed permission from Take Better Photos' director, including the permitted uses of the Content, a timeframe and geographic region for use.

If you send any photos to Take Better Photos, you warrant that, unless you state otherwise at the time of sending the photos, you own the copyright of the photos and you grant permanent irrevocable license to Take Better Photos and its heirs and assigns to use the photos for promotion and teaching. This does not affect your copyright over your photos, and this does not give Take Better Photos permission to use your photos for any other purpose. Where possible, we will credit you as the author when using any such

---

photographs. Please ensure that you tell us at the time of sending photos if you do not want Take Better Photos to use any images that you send us for publicity and teaching.

### **Liabilities and indemnities**

Take Better Photos Pty Ltd will do everything it can to look after you and your equipment while you are on our courses. We keep public liability insurance in case bad things happen. However, that insurance sometimes excludes certain events, and most venues these days accept no liability – even for things that they themselves might have done wrong. Our insurance won't cover that. By coming on our courses you agree to indemnify and hold harmless Take Better Photos Pty Ltd and its staff, directors and contractors from damages and liability above that which is covered by our insurance. In other words, if something bad happens, our insurance is likely to cover it (or part of it), but if it doesn't cover it entirely, you agree not to seek further damages from Take Better Photos, its staff, directors or contractors.

### **Children on courses**

The course *Capturing Joy*<sup>TM</sup> can be suitable for children as young as 9 years old, at their parents' discretion. The course *Travel & Landscape Photography* is suitable for children as young as 12 years old, at their parents' discretion. Please contact us if you are unsure about whether a course would be suitable for your child.

For children aged 15 or younger, we recommend that a parent or guardian also participate in the workshop with their child. On the courses *Capturing Joy*<sup>TM</sup> and *Travel and Landscape Photography*, one parent participating with their child is eligible for their place on the course to be at a 50% discount if their child is aged 14 or younger. For children aged 12 or younger, a parent must attend with the child.

Unless otherwise stated in the course descriptions, none of our courses is suitable for infants, toddlers or pets.